

Town of Brookline, Massachusetts - Purchasing Division

REQUEST FOR PROPOSALS

FOR

Lease and Occupancy of 27 Ackers Avenue

P-16-12

For Further Information About This Property, Please Contact:
Charlie Simmons, Director of Public Buildings, at 617-730-2420

For Questions Pertaining To This Request for Proposal, Please Contact:
David Geanakakis, Chief Procurement Officer, at 617-730-2195

PLEASE NOTE

Open House / Site Walk Throughs:

Wednesday August 5th, 5:30 pm - 7:30 pm

Wednesday August 12th, 12 pm - 2 pm

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

**REQUEST FOR PROPOSALS
FOR
LEASE AND OCCUPANCY OF 27 ACKERS AVENUE**

Proposal Procedures

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws Chap. 30B. A committee appointed by the Chief Procurement Officer consisting of the Building Commissioner and members of the Brookline Building Department will evaluate the occupancy proposals without knowledge of lease (price) proposals. The Committee shall vote on the most advantageous proposal after taking into consideration the evaluation of the qualifications of the proposer, together with a consideration of prices for lease and occupancy.

The selected proposer must file a disclosure of beneficial interests with the State Division of Capital Planning and Operations as required by G.L. Ch. 7 Sec. 40.

For further information about the lease or occupancy, please contact Charlie Simmons, Director of Public Buildings, at 617-730-2420, email: csimmons@brooklinema.gov

Open House / Site Walk Through will be held on:

Wednesday August 5th, 5:30 pm - 7:30 pm

Wednesday August 12th, 12 pm - 2 pm

Any questions pertaining to this Request for Proposal are to be directed to David Geanakakis, Chief Procurement Officer, Purchasing Division, 333 Washington St., 2nd floor, Room 212, phone (617) 730-2195, email: dgeanakakis@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days after the proposal submission date unless award is made sooner or the time for award is extended by consent of all parties concerned.

Award of the lease and occupancy agreement may be subject to the approval of the Town of Brookline Board of Selectmen.

Proposal Submission

Proposals will be received at the Town of Brookline, Purchasing Division, 333 Washington St., 2nd floor, Room 212, Brookline, MA 02445, **until Tuesday August 18, 2015 at 2:00 p.m.** at which time they will be opened in confidence in accordance with c. 30B, §6 (d).

NOTE: Lease (price) proposals must be kept entirely separate from the Occupancy proposal. Failure to follow this instruction will result in rejection of the proposal. Six (6) copies of each proposal shall be submitted as follows:

Occupancy proposal shall be submitted sealed in an envelope marked:

**Proposal Envelope A – Occupancy Proposal
LEASE AND OCCUPANCY OF 27 ACKERS AVENUE
Reference #P-16-12**

Bidder's Name _____

The Lease (Price) Proposals shall be submitted separately, sealed in an envelope marked:

**Proposal Envelope B – Lease (Price) Proposal
LEASE AND OCCUPANCY OF 27 ACKERS AVENUE
Reference #P-16-12**

Bidder's Name _____

Scope of Services

Length of lease not to exceed 3 years, with an option to renew for 3 years.

Monthly rent proposed to be paid to the Town of Brookline during the term of the lease.

Proposals will be evaluated on financial and non-financial criteria. The committee will select the proposal which in its judgment is most advantageous for the Town of Brookline.

Proposals shall include the following information, which will be used in the evaluating proposals:

A list consisting of at least two financial references. Include name of reference, name of contact person, address, and telephone number.

The Town of Brookline reserves the right to accept any proposal or reject any or all proposals if it shall be deemed in the best interest of the Town to do so.

The selected proposer must file a disclosure of beneficial interests with the State Division of Capital Planning and Operations as required by G.L. Ch. 7 Sec. 40.

The selected proposer must enter into a written lease with the Town of Brookline in form and terms approved by Town Counsel. Sample lease is available online at: <http://www.brooklinema.gov/Bids.aspx>

Property Information

The property is a wood frame two story building with a gross area of 700 square feet and owned by the Town of Brookline. Pictures are available online at: <http://www.brooklinema.gov/Bids.aspx>

The property address is 27 Ackers Ave. It is a two bedroom home. The property may be inspected by arrangement with Charles Simmons, Director of Public Buildings, telephone 730-2420. He will coordinate to allow access on a weekend and weekday.

NOTE - Open House / Site Walk Through will be held on:

Wednesday August 5th, 5:30 pm - 7:30 pm

Wednesday August 12th, 12 pm - 2 pm

The property use is:

- Residential (Single Family)

OR

- Non profit educational use exempt from the use regulation by the Zoning Act, G.L. Ch. 40A, sec. 3
- Note: Accessory parking of not more than two cars and no commercial vehicles allowed.

The Town is offering the property for lease in an "as is" condition.

The occupant will be responsible for all minor property maintenance and landscaping.

The occupant shall maintain public liability and property insurance coverage in amounts approved by Town Counsel.

Recent Improvements Include: All new interior painting, poly floors, new condensing high efficiency gas boiler with storage tank.

Washer and Dryer are on site and may be used at Renter's risk.

Regular Maintenance

The proposer is responsible for all regular maintenance and repairs to the property as needed.

The Director of Public Buildings must approve any and all work in advance.

Contract Period

The contract (consisting of this RFP and the occupancy agreement) period shall be from September 1, 2015, or as soon thereafter as a contract is entered into, for a period of three (3) years to August 31, 2018.

The property is offered for a lease term of not more than 3 years, with a 3 year renewal option.

Rent to be received by the Building Department on the first day of each month.

Conditions of Contract

Contract may be terminated for any reason by the Town based on sixty (60) day written notice to the occupant and for breach of the occupancy at any time upon written notice.

A meeting with the Building Department will take place every year, or more frequently as deemed necessary to inspect the premise and review compliance with the Lease Agreement. The house can and will be inspected as needed with due notice.

Occupancy Proposal Requirements

The Occupancy Proposal is to be submitted in a separate marked envelope in accordance with directions given under the heading Proposal Submission.

A complete Occupancy Proposal shall consist of all of the following:

1. A resume of the proposed occupant including educational background, professional experience and qualifications;
2. A synopsis of other leases undertaken by the proposing individual or entity.
3. A list with the name, address, telephone number, date of service and contact person's name for a minimum of three prior references to which the proposed occupant has provided similar services.
4. Number of consecutive years the proposer has been engaged in the leasing and use of properties.
5. A disclosure of beneficial interests with the State Division of Capital Planning and Operations as required by G.L. Ch. 7 Sec. 40.
6. A completed Proposal Signature Form and Attachment A (Agreement).
7. Signed C.O.R.I form
8. If selected for consideration, Applicant must pay for and provide credit report for review.

Note: Responses to items one through eight above will be used to evaluate proposals on a comparative basis. Proposers should provide complete responses in the format specified.

Lease (Price) Proposal Requirements

The payment for use and occupancy would be based upon the amounts stated in this specific proposal, which will be increased by 3% per year, at the end of each calendar year of the agreement.

The MINIMUM ACCEPTABLE initial monthly starting amount (base) would be \$1,800

The payment for use and occupancy will be paid to the Town on a monthly basis with the first payment due upon execution of the occupancy agreement. This first required payment will include first and last month's rental payments as well as a security deposit equal to 1 month's rent. In addition to the monthly payment for use and occupancy, the Proposer must pay all the water and sewer, heat, electricity and utility costs for the building and property. Basic routine maintenance and repairs must be paid for by the Proposer.

The price proposal is to be submitted in a separate marked envelope in accordance with directions given under the heading Proposal Submission.

A complete price proposal shall consist of all of the following:

A completed Price Proposal Form.

Evaluation of Proposals

A. Minimum Evaluation Criteria

Each Occupancy Proposal shall first be reviewed to ascertain whether or not the following minimum criteria have been met:

- M-1 The proposal includes all of the items for a complete proposal.
- M-2 Proposers must show experience in using and maintaining a property.
- M-3 Proposers must be able to provide good, positive references.
- M-4 Proposers must have an acceptable CORI record.
- M-5 Proposers must have acceptable credit.

B. Comparative Evaluation Criteria

Each Occupancy Proposal meeting the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

- C-1 Quality of proposal and quality of experience.

Highly Advantageous

The proposal must demonstrate a superior, in-depth understanding of issues presented in this RFP.
The occupant's client list demonstrates superior experience working to achieve mutually acceptable goals.
The occupant, who will have primary responsibility for working with the Town, has excellent experience.

Advantageous

The proposal must demonstrate a good understanding of issues presented in this RFP.
The occupant's client list demonstrates good experience working to achieve mutually acceptable goals.
The occupant, who will have primary responsibility for working with the Town, has good experience.

Not Advantageous

The proposal does demonstrate an understanding of issues presented in this RFP. The occupant's client list shows limited or questionable experience working to achieve mutually acceptable goals. The occupant does not have adequate experience.

Interviews

After review of the occupancy proposal, the evaluation committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Based on their presentation and written proposal submittal, interviewees will be rated: highly advantageous, advantageous, not advantageous, or unacceptable, in accordance with the provisions of M.G.L. Ch. 30B.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

**REQUEST FOR PROPOSALS
FOR
LEASE AND OCCUPANCY OF 27 ACKERS AVENUE**

OCCUPANCY PROPOSAL

TO BE SUBMITTED IN ENVELOPE A

Marked as Follows:

**Occupancy Proposal for - LEASE AND OCCUPANCY OF 27 ACKERS AVENUE
Reference # P-16-12**

Bidder's Name _____

Name of Individual or Company making Proposal

The following are to be attached to this proposal form. (Responses should be detailed in accordance with the previous specific requests for information under "Occupancy Proposal" in the RFP document)

1. A synopsis of similar leases or rentals.
2. A synopsis of other significant leases.
3. Resume.
4. A list with the name, address, telephone number, date of service and contact person's name for referrals.
5. Number of consecutive years the proposer has been engaged in directly related services.
6. A completed Proposal Signature Form.

Note: Six (6) copies of proposal are to be submitted.

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

**REQUEST FOR PROPOSALS
FOR
LEASE AND OCCUPANCY OF 27 ACKERS AVENUE**

Proposal Signature Form

(This form to be submitted in Envelope A – Occupancy Proposal)

The undersigned, hereafter called the proposer, having fully familiarized him/herself with the entire request for proposal documents, hereby agrees and declares:

1. Those prices inserted in the Lease (Price) Proposal (Envelope B) cover all necessary expenses to fulfill the conditions of the contract.
2. Pursuant to M. G. L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items must be completed by the Proposer:

Our Company is: A Corporation _____

 A Partnership _____

 Individual _____

Signed: _____

Social Security or Federal Identification Number _____

By: _____

Address _____

Telephone Number: _____

Email Address: _____



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

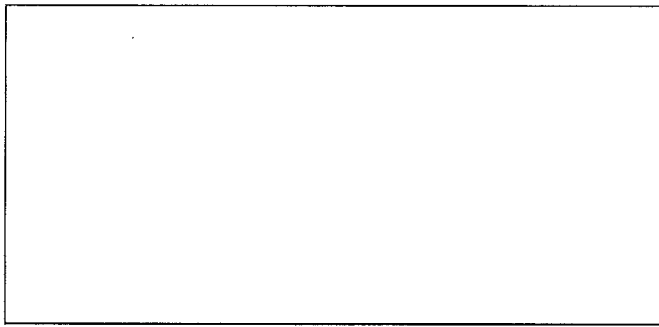
TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

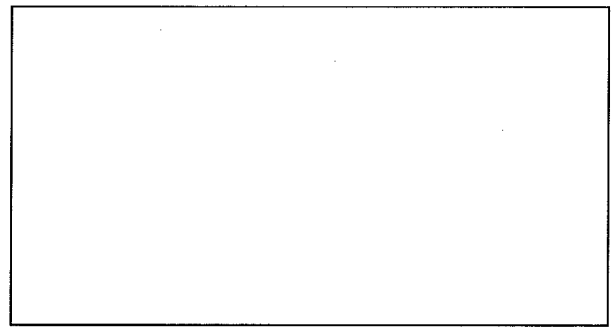
Signature of individual submitting bid or proposal

Name of Business

Note : Six (6) copies of proposal are to be submitted.



NOTARY PUBLIC



GOVERNMENT ISSUED I.D.

TOWN of BROOKLINE
Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☐ **Applicant** - Position: _____
☐ **Volunteer** - Position: _____
☐ **Employee** - Position: _____
☐ **Contractor** - Company Name: _____

Building Department

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid until I withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and correct.

Applicant/Employee/Volunteer/Contractor Signature _____

Today's Date _____

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: _____ First Name: _____ MI: _____

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (If Applicable): _____ Place of Birth: _____

Date of Birth: _____ Last 6 digits of Social Security Number: _____ - _____

Sex: _____ Height: _____ ft. _____ in. Race: _____ Eye Color: _____

State Driver's License Number (Include State) _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: _____ Father's Name: _____

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the FBI. This provides applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identifier:
State Issued ID w/Photo ☐ Passport ☐ _____

☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

| <u>Item or Service</u> | <u>Department</u> | <u>Reference Number</u> | <u>Bid/Proposal Opening Date and Time</u> |
|--|-------------------|-------------------------|---|
| LEASE AND OCCUPANCY OF 27 ACKERS AVENUE Open House / Site Walk Through will be held on: Wednesday August 5 th , 5:30 pm - 7:30 pm Wednesday August 12 th , 12 pm - 2 pm | Building | P-16-12 | Tuesday August 18, 2015 at 2:00 p.m. |

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195. Bid/proposal forms may be downloaded at: <http://www.brooklinema.gov/Bids.aspx>

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer July 16 and July 23, 2015



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.
2. **BID (VENDOR) LISTS**. Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.
3. **MARKING ENVELOPS**. The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.
4. **SAMPLE**. The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES**. Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **PRICE PROPOSAL FORM**. The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

7. CASH TERMS. Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. PROPOSAL DOCUMENTS. The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. MINORITY BUSINESS ENTERPRISE PROGRAM. Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at rsneirson@brooklinema.gov



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
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GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.
2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.
3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the

production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.